

**DIVISION OF VOCATIONAL REHABILITATION
DISABILITY DETERMINATION SERVICES
REQUEST FOR PROPOSALS- FY 2013-2014**

(Under the Laws of the State of Delaware, Title 29, Chapter 69, Subchapter VI of the Delaware Code)

PLEASE TAKE NOTICE that the Division of Vocational Rehabilitation is seeking proposals to provide professional services for Disability Determination Services, **from October 1, 2012 through September 30, 2014** for the State of Delaware. The services for which proposals are sought are:

Transcription/Telerecording Services to the Delaware Disability Determination Services.

Instructions for proposal submission/evaluation process: Instructions for proposal submission, descriptions of services and specifications are included in the RFP Package, which shall be provided to any interested party upon request from Daniel Madrid, Division of Vocational Rehabilitation, 4425 North Market Street, Wilmington, DE 19809, tel. (302) 761-8275; FAX (302) 761-6611. Failure to comply with instructions will result in the proposal being rejected, without further review, as not conforming to the RFP requirements.

Deadline for submitting Proposals: **Four (4)** copies of each sealed proposal shall be delivered by **July 27th, 2012, 4:00 p.m.** to the Central Office of the Division of Vocational Rehabilitation, located on the third floor of the **Department of Labor Fox Valley site, 4425 N. Market Street, P.O. Box 9969, Wilmington, DE 19809-0969** to the attention of Daniel Madrid, Vendor Specialist.

Opening of Proposals: Sealed proposals will be opened on **August 6th, 10:00 a.m.** at the 3rd floor conference at DVR's Central Office located in Fox Valley, 4425 North Market Street, Wilmington, Delaware. The time and place for opening sealed proposals may be extended upon two days notice to all offerors who have submitted a proposal.

Please address any questions regarding this Request for Proposals to Stacey Miranda at (302) 324-7600 and/or Daniel Madrid at (302) 761-8275.

SCOPE OF WORK

The Delaware Disability Determination Services/Division of Vocational Rehabilitation Services of the Delaware Department of Labor is seeking an offeror who will provide a toll-free telerecording-transcription service for the telephone dictation and typing of medical, psychological, and educational reports. This service is to be provided to all participating consultative examination (CE) providers of DDS and private treating sources in the contiguous 48 states for medical, psychological, and educational reports. Telephone lines must be available for dictation 24 hours per day, 7 days per week.

The Contractor must perform all work in a secure facility (facilities) which ensures confidentiality of all reports. This requires all work pertaining to this contract to be performed in

the Contractor's facility under the direct supervision of the designated contract manager at all times. The State of Delaware's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data. The Contractor must have a plan in place to safeguard confidentiality. All work connected with this contract will be performed within the United States of America. No information obtained in connection with this contract will be transmitted electronically or by any other means outside of the United States of America.

The Contractor must describe the type of digital recording equipment that is for the sole use of health care professionals, mental health professionals, and educators who provide medical evidence of record (MER), CE reports, and school records and how it will be configured to meet the volume demands of this contract. Include how the digital equipment will provide access to the system using four-digit personal identification codes assigned to each CE provider and generic four-digit codes for treating sources and educators. The equipment must allow the caller to enter up to a 9-digit claimant identification number. The digital recording system must provide immediate access to user information such as date, time, and length of dictation. The equipment must have edit features accessed by a touch tone telephone which enables, at a minimum, the dictator to start/stop, pause, review, rewind, and verify access to the system via playback.

The Contractor must have an answering device for each communication line that shall provide a recorded message informing dictators of the data required for the report. Language for the message will be provided by or must be approved by the DDS. The DDS may wish to revise the introductory message from time to time as a public relations tool. This option shall be available with the recording system.

The Contractor must provide the existing toll free phone number in current use to the dictating medical and educational providers. Providers in the contiguous 48 states are to be provided access to the dictation system without charge. These lines must be exclusively for the Delaware DDS use. At the end of the current contract, DDS will attempt to transfer the existing Toll Free number to the new Contractor, with the cost of the transfer being assumed by the DDS.

The digital recording equipment must have sufficient ports dedicated to the Delaware DDS providers to meet the volume demands of this contract. If the collision factor (maximum incidence of busy signals for users) is greater than one in ten, the number of ports must be increased to ensure that the dictation service is readily accessible to all the providers without long waits. Any necessary system expansion will be provided at no additional cost to the DDS. At the conclusion of this contract, DDS reserves the right to revert the toll free number back to the DDS for ownership, at the cost of DDS. The Contractor must also maintain a toll free customer service number to handle questions from dictating sources. At a minimum, this line must be staffed during regular State business hours and equipped with a messaging system at all other times. Messages left on the messaging system must be addressed within the first hour of the next State business day.

The Contractor must describe the type of equipment that will be used to transcribe dictations, to include automated spell check capability, including spelling of medical terminology, and the type

of printers used to print reports. The Contractor shall electronically transmit the transcribed reports to the DDS within 24 hours of dictation. The Contractor will set up a database for DDS which will allow DDS to print the day's work by printing all files in a given folder as well as to access the Contractor's database to search for files by dictator ID number, claimant SSN, claimant name, search for files by date of dictation, or any combination of these search criteria. These files should be maintained on a DDS accessible data base for a minimum of 120 days.

The Contractor, at no additional cost to the DDS, must be willing to pilot, and implement at the DDS's discretion, alternative delivery methods and interfaces that would permit the DDS to distribute the reports to claim files electronically over the DDS's network. This would include pilots involving, but not limited to, the assignment of a 2-D barcode to reports as well as utilization of SSA's secure eData website, known as Electronic Records Express. To utilize the website, access to an Internet Browser that supports 128 bit encryption is required. All equipment, supplies (including paper, toner, print cartridges), and telecommunications costs will be provided by the Contractor. Contractor is also responsible for the installation and maintenance of all hardware and software provided as a result of this contract. The equipment furnished by the contractor must be compatible with the equipment existing at DDS, to ensure efficient editing.

In the event of equipment malfunctions, the DDS must be notified immediately of the breakdown. Contractor must maintain service agreements on all equipment and software programs necessary to meet contractual specifications for the life of the contract. The Contractor must also detail provisions for a telecommunication back up plan in the event the toll-free service fails for any reason. The Contractor is also to insure that ongoing technical support is available to consult with the DDS to diagnose and correct any problem situations for vendor supplied equipment located at the DDS. Contractor will ensure that any equipment or software problems are resolved no later than one working day from DDS notification.

Based on past data and current workload projections, the volume for the first year of the contract should be an average of 4000 reports per year with the potential for 5% growth in subsequent contract years. There is no minimum volume guaranteed by the State of Delaware. Fluctuations in the volume of work may occur with disability claims. The Contractor must describe alternative plans to handle fluctuations as volume dictates.

The Contractor must set up and maintain a database of CE providers' names and addresses to ensure accurate dictator information.

It is agreed that if a caller dictates a partial report, then hangs up and does not call back the same day to complete it, DDS will pay for the partially typed report. A copy must be submitted to the DDS. If the provider does call back the same day, the Contractor will make every attempt to combine segments of the same report into a complete report for final preparation, delivery and billing purposes. The Contractor is required to call dictators to clarify missing or incomplete information, to notify the dictator of a problem, or to resolve problems encountered by the dictators. The DDS will be kept informed of these problems.

In the event of equipment malfunction or other technical difficulties, dictators may be required to redictate reports that are lost or not recorded properly. The Contractor must assure that these occurrences are minimal through regular equipment checks and continued maintenance. The DDS and the Contractor should maintain a complete log of these redictations. These dictations will be given top priority for completion.

INVOICING REQUIREMENTS

The format of the bill must be itemized:

1. The number of consultative examination reports (CE) and the number of black characters and lines.
2. The number of reports from treating physicians (MER) and the number of black characters and lines.
3. The number of reports from educators and the number of black characters and lines.
4. The total number of all medical reports and the total number of black characters and lines.
5. The total amount due.

The contractor will be paid only for allowable services rendered under the contract. The invoice must be submitted in accordance with the format listed above. The contract monitor reserves the right to make any adjustments after review of the invoice and prior to authorizing the payment for that period.

BILLING REQUIREMENTS

1. The Contractor shall bill the agency on the last day of the month in duplicate and email invoices to person(s) specified by DDS. Invoices shall be addressed to Delaware Disability Determination Services, Attn: Fiscal Officer, P.O. Box 15711, Wilmington, DE 19850-5711.
2. Payment to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the State's receipt of a proper and acceptable invoice from the Contractor. The Contractor will agree to include on the face of all invoices billed to the State, its Federal Tax Identification or Social Security Number.

DELIVERABLES AND TIMELINES

- A. The system must have the capacity to retain at least five (5) days of data based on volume. Systems expansion may be required by the DDS to meet increased workload. The DDS reserves the right to determine the need for system expansion. Contractor is responsible for entire cost of installation and maintenance of additional equipment. The

Contractor shall provide for necessary system expansion within thirty (30) days of receipt of DDS notice regarding system expansion needs.

B. Contractor must provide next business-day turnaround service. State business days represent Monday through Friday, 8:00 a.m. to 4:30 p.m. excluding official State holidays. Turnaround time is measured based upon when the work is dictated into the digital recording unit. All reports shall be transcribed and electronically transmitted to the DDS in New Castle, Delaware and routed to the dictator by the close of the next business day.

C. The format of the reports should generally follow the outline below:

1. The margins should be one inch on all sides. Font should be 12 point in Courier, New Times Roman, or similarly easy to read font.
2. The heading consists of the dictator's full name and address, type of report, the name of the claimant, the Social Security number, disability claims examiner's name and numerical designation (if stated), the date the report is typed, the date the report is dictated, and the date of the exam (if it is a consultative examination report).
3. If the dictator dictates paragraph headings, these must be capitalized and underlined.
4. The claimant's name and Social Security number, the date of the report, and the page enumeration must be included on the top of each page of the report.
5. The Contractor will be required to set up templates of standard DDS forms (i.e., Activities of Daily Living form) for use in transcribing reports. When this is required, DDS will pay for the initial typing of the form in formatting the template but thereafter will pay only for the transcription of responses dictated to the items on the form.
6. For billing purposes, only black characters and lines will counted, and total number of reports will be listed. A black character is defined as any printed letter, number, symbol, and/or punctuation mark excluding any/all formatting (e.g., bold, underline, italics, table structure, and formatting codes) and when available, will be counted/verified by a MedRemote line counting mechanism. For example, the word ***D e l a w a r e*** which is in italics, underlined and bolded with a space between each letter would be counted as 8 characters per this definition. Headers and footers will be counted on the first page only but not on subsequent pages. A unit of service is described as one line of text. A line of text shall be defined as the total number of visible printed characters (letters, numbers, symbols, and punctuation marks) in the document divided by 65.

D. All reports will be routed from the Contractor's office to the dictator by the means specified by the DDS for that particular dictator. Delivery options for reports being sent

to the dictators must include postal mail, e-mail (through use of an encryption key), fax, or through a secure website. The Contractor must describe their process for handling the multiple delivery options. For e-mail delivery, the Contractor will be responsible for providing the dictator with the necessary software to enable the dictator to receive and open the encrypted e-mail. This process, which will be at no charge to the dictator, must be described. The DDS will provide the Contractor the necessary information for those dictators who opt to receive their reports. Postal mail will be used sparingly and as a last resort. If, on a rare occasion, a report needs to be mailed to the dictator, then, the reports will be collated, not stapled, and mailed directly from the Contractor's local office to the dictators (an original plus one copy). Faxing will be the default means of delivery if no alternative delivery system has been specified for a particular dictator. A copy of the report will be transmitted daily to the DDS with the daily log sheet. Any reports that present a problem (i.e., incomplete claims examiner, claimant or dictator information) will be listed separate on the log sheet. The Contractor will retain the dictator's copies until a designated DDS employee provides the needed information. The necessary corrections will then be made and the reports routed to the dictator. The Contractor must be willing to pilot, and implement at DDS's direction, alternative methods of delivery to the DDS at no additional cost to comply with SSA's ongoing expansion to an electronic claims folder and utilization of the eData website.

E. Typed log sheets must be submitted daily at no charge to the DDS with each delivery according to this format:

1. Separate log sheets for:
 - Consultative examination reports (CE);
 - Reports from treating sources (MER);
 - Reports of problems with systems or technical difficulties.
2. The daily log sheets shall contain:
 - The claimant's name and Social Security number;
 - The number of black characters for each report;
 - Type of specialty report;
 - Dictator's name;
 - Date of dictation;
 - Recorder and Cassette Number from which report was transcribed.
3. The logs must be in alphabetical order by dictator's last name. If reports are transmitted in a different order, an additional log sheet reflecting order of transmission is required.
4. Problem reports must be listed separately.
5. The total number of reports and the total number of black characters must also be included on each log sheet.

F. The Contractor shall retain copies of typed reports in either hard copy or on disc for at least 120 days. There shall be no charge to the DDS for an additional copy of the report, should one be requested. The Contractor will verify receipt of a specific dictation as requested by the DDS.

G. The Contractor must provide instructional telerecording brochures explaining the features of the system and instructions for use, including the toll free customer service number, without charge to the DDS for distribution to potential users. Initial delivery of 500 copies must be made 3 weeks in advance of the start date of this contract to allow DDS time to mail instructions to appropriate medical sources prior to contract start-up. If additional brochures are required, the DDS will notify the Contractor and the Contractor will provide the additional brochures to the DDS at no cost. DDS reserves the right to review the brochure before printing is done.

PERFORMANCE STANDARDS.

The Delaware DDS shall have the right to immediately terminate this contract if the offeror violates any of the provisions or specifications or fails to meet the performance standards listed below.

Timeliness

Contractor performance will be considered to be satisfactory when at least 95% of telerecorded reports are transcribed and received in the DDS according to the schedule contained in this RFP.

Performance will be assessed by the monitoring of log sheets on a monthly basis.

In the event that the performance for timeliness is not met for any five (5) days statewide in any calendar month, that month's performance will be considered to be unsatisfactory and a written warning stating this will be issued to the contractor.

If performance is unsatisfactory for two (2) consecutive months, or occurs in four (4) months in any twelve (12) month period, a sixty (60) day notice of contract termination will be issued to the contractor.

Lost Reports

Contractor performance will be considered to be satisfactory when no more than five (5) reports in any calendar month are "lost" by the vendor. "Lost Reports" are considered to be reports dictated by the physician but not received by the Bureau.

Unsatisfactory performance in two (2) consecutive months or occurring in more than three (3) months in any 12 month period will result in a sixty (60) day written notice of contract termination to the contractor.

Partial Reports Not Attributable to Dictator

Contractor performance will be considered to be satisfactory when no more than five (5) partial reports are received in any calendar month.

Unsatisfactory performance in any month will result in a written notice to the contractor stating this fact.

Unsatisfactory performance in two (2) consecutive months or occurring in more than three (3) months in any 12 month period will result in a sixty (60) day written notice of contract termination to the contractor.

Typing Integrity

One violation of Confidentiality of Records and will result in a 60 day written notice of contract termination.

Record and Billing Integrity

Any falsification of records, including log sheets, by the contractor shall result in a 60 day written notice of contract termination.

PENALTY CLAUSE

1. The Contractor shall process all reports in accordance with the 24-hour turnaround times specified in this RFP.
2. If the percentage of reports meeting this time frame falls below 95%, the Contractor's local office manager(s) will contact the designated DDS representative by telephone to explain the problem, the steps being taken to resolve the delay, and the date we can expect resolution of the problem.
3. If the percentage of timely reports falls below 90%, the office manager(s) must provide a written explanation and action plan in addition to the telephone contact.
4. If at any time the percentage of timely reports falls below 85% (on a monthly average), the Contractor shall be penalized 15% on all billable work completed during that month. Reimbursement will be reduced 15% off the usual rate.

MANDATORY REQUIREMENTS

The Delaware State Department of Labor, Division of Vocational Rehabilitation Services, Disability Determination Services will enter into contractual agreement with the selected offering bidder only. The selected bidder shall be solely responsible for all services as required by this RFP.

A. Business License (See Proposal Development Instructions attached)

The Contractor shall provide the Division of Vocational Rehabilitation a copy of their business license.

B. Organizational Experience and Capabilities:

1. Description of general background, history, experience, and similar qualifications:

Previous relevant experience must be described, including a minimum of five years volume telerecording work as well as five years of achievement in medical transcription requiring a 24-hour turnaround time. Contractor must have experience in transmitting reports electronically by modem, encrypted e-mail, fax, and web-browser, which should be described.

2. Identification of previous customers documenting experience:

Provide names, addresses, and telephone numbers of at least three references that may be contacted to discuss experience with the volume and 24-hour turnaround medical telerecording work of offeror.

3. Organizational structure, operations and security of facility:

The proposal shall describe how the offeror's personnel employed to fulfill the requirements of the contract will operate organizationally within the offeror's structure. An organizational chart(s) describing the management and supervision as it relates to this contract shall be provided. The DDS is concerned with the security of the offeror's facility. The offeror must describe how the offeror will maintain security of materials, as all work must be performed in a secure facility(ies) which ensures confidentiality of all reports. All work must be performed in the offeror's facility under direct supervision of offeror's employees at all times. All work connected with this contract must be performed within the United States of America.

C. Technical Quality of Proposal:

1. Requirements and standards used to employ personnel and evaluate quality of work, including provision of necessary resource materials shall be submitted:

Describe the policies, procedures and standards used to hire staff proficient in medical terminology. Describe the offeror's Quality Assurance Program and provide documentation to show that the offeror will assure the maintenance of quality standards including description of quality standards for employees and the availability of medical reference material used by offeror.

2. Equipment specifications:

The use of digital recording equipment is required under this contract; therefore, proposal should describe the digital recording equipment to be used in fulfilling this contract. Description of this and all other communications equipment and software must be provided.

3. Transmission specifications and disaster recovery plan:

The proposal shall provide detailed description of the transmission/routing of reports to the DDS and medical providers within 24 hours of dictation as defined in 2.2.2 B. A description of a disaster recovery plan must be included to ensure continuity of service in the event of communications and/or equipment malfunctions. In addition, service agreements on all equipment, software, and telecommunications lines must be described.

D. REPORTS

To ensure high quality reports, experienced medical transcriptionists who are proficient in medical terminology must perform the work. The Contractor must have a quality assurance program in place to assure the maintenance of quality standards. The purpose of this function is to assure that transcribed reports contain no typographical errors and are grammatically correct. At a minimum, a total of five percent of all transcribed reports must be included in the quality assurance review. Current updated medical reference material must be available for the transcriptionists' use. The DDS reserves the right to require at no extra charge the retyping or correction and retransmission of reports with more than three typographical errors or misspelled words, or with incorrect format or a complaint about quality from the dictator(s). Any typed reports submitted to the agency which are not satisfactory from the standpoint of form or accuracy will be returned to the Contractor within 48 hours after receipt to be retyped. These shall be redelivered to the DDS within 24 hours at no additional cost to the agency.

E. EXPERIENCE

The Contractor must demonstrate a minimum of five (5) years previous experience in volume telerecording work; a record of a minimum of five (5) years past achievement in medical transcription requiring a 24 hour turnaround time; and a capability to service the projected volume. In addition, the Offeror must have experience in delivering reports through multiple delivery systems including

postal mail, encrypted e-mail, fax, and web browser. The Offeror must provide the names, addresses, and telephone numbers of references. The DDS reserves the right to make a site visit to qualified bidders prior to reviewing the financial component of the bid and /or prior to awarding the contract to ensure adequacy of facilities, equipment and staffing.

F. PERSONNEL CONTACTS

The Contractor must designate the accountable official(s) of the local office(s) for all facets of the workload and provide address(es) and office telephone number(s). A contact person must be available to consult with DDS personnel during normal working hours, for on-going communication and prompt resolution of day-to-day questions and problems. The office must be open for inspection by DDS representatives for both announced and unannounced visits.

TERM OF CONTRACT

The term of the contract will commence on the Effective Date and will end 24 months after the effective date. The State of Delaware reserves the right to exercise two one year renewal options. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Delaware DDS and all approvals required by the State of Delaware contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the State of Delaware shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

CONFIDENTIALITY OF RECORDS

The offeror guarantees confidentiality of transcription reports as required by the Federal Privacy Act and the Freedom of Information Act, and understands that all requests for release of these reports be directed to the DDS.

I. PREFACE:

(A). Background: It is SSA's policy to protect the confidentiality of the personal information the Agency collects and maintains about individuals, and to ensure that individuals' privacy rights are not violated. Thus, SSA discloses personal information in its records about individuals only as authorized by applicable Federal statutes such as the Privacy Act (5 U.S.C. § 552a), Freedom of Information Act (5 U.S.C. § 552), Social Security Act (42 U.S.C. 1106(a)) and section 6103 of the Internal Revenue Code (26 U.S.C. § 6103), and SSA procedures.

State DDSs and their contractors are subject to SSA confidentiality of information requirements while accessing information from SSA systems. For example, when receiving electronic or paper records from SSA and/or the State Agency for the purpose

of making disability determinations under Sections 221 and 1633 of the Act. SSA security policy reinforces this responsibility, emphasizing two key principals: “Need to Know” and “Least Privilege.” This means that DDS employees and their contractors should be authorized to only access those functions and information needed to perform their jobs; and the access provided should be restricted to the minimum necessary. In addition, all confidential information obtained should be processed/handled in such a way that unauthorized persons cannot retrieve such records.

Section 1106 of the Social Security Act (42 U.S.C. 1306) prescribes criminal penalties for violating SSA and Federal disclosure rules and regulations regarding tax returns and confidential information (CI) and/or personally identifiable information (PII) in SSA’s or a state DDS’s possession. Contractors and their employees, as well as any subcontractors and their employees, may be subject to the same penalties in violation of these rules and regulations during contract performance. It is the contractors’ responsibility to ensure communication of such regulations and violation penalties.

Confidential information (CI) means information or data of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates. It includes personally identifiable information.

Personally identifiable information (PII) means information that can be used, alone or in conjunction with any other information, to identify a specific individual. In short, any information that can be used to search for or identify individuals, or can be used to access their files, is PII. Examples of PII may include: name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information.

Per 20 CFR § 404.2122 – Confidentiality of Information and Records, “the State or alternate participant shall comply with the provisions for confidentiality of information, including the security of systems, and records requirements described in 20 CFR part 401 and pertinent written guidelines.”

(B). Confidentiality of Information – Contractor Responsibilities: If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information. Whenever the contractor is uncertain how to properly handle any material under the contract, or if the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act, the Contractor must contact the State Agency (DDS) and

receive written permission prior to any use, release, disclosure, dissemination or publication of the material.

The Contractor must not disclose any confidential information without the prior written consent of the individual, institution, or organization. The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information know the prescribed rules of conduct. For knowingly disclosing SSA's confidential information any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

The transmission of CI and/or PII via email is strictly prohibited unless it's encrypted; and should only be transmitted when essential to the scope of work. The contractor must make all reasonable efforts to safeguard CI and/or PII when transporting the information from a secure area (i.e., use of locked briefcases, laptops that are encrypted and/or password protected, etc.).

(C). Personally Identifiable Information - Loss Reporting & Contractor Responsibilities: Contractor employees are responsible for safeguarding PII and reporting loss. The contractor shall ensure that its employees working under this contract follow the subsequent procedures for reporting lost or possibly lost PII that was in their possession at the time:

(1) When a contractor employee becomes aware of the possible or suspected loss of PII, he/she shall provide immediate notification of the incident to the primary State Agency (DDS) manager/contract officer he/she works with in connection to the contract (for example, the DDS contract manager, or administrator). Examples of incidences indicating possible or suspected loss of PII include missing equipment (including laptops, and removable storage devices such as USB flash or "thumb" drives, CDs, DVDs, etc.) and/or paper/electronic documents potentially containing PII.

(2) If the primary State Agency (DDS) manager is not readily available, the contractor employee shall immediately notify, depending upon availability, one of two Government alternates designated by the primary DDS manager for reporting such incidents. Prior to commencing work on the contract, each contractor employee shall know who the primary and alternate contacts are and how to contact them.

(3) The contractor employee shall provide updates as they become available to the primary DDS manager or the alternate, as applicable, but shall not delay the initial report.

(4) The contractor employee shall provide complete and accurate information about the details of the possible PII loss to assist the DDS manager/alternate.

The contractor employee shall include the following information:

- i. Contact information.
- ii. A description of the loss or suspected loss (i.e., nature of loss, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location.
- iii. What safeguards were used, where applicable (e.g., locked briefcase, personal information, password protected, encrypted, etc.).
- iv. Which DDS/SSA/Contractor components/divisions have been involved or affected.
- v. Whether any external organizations (i.e., other agencies, law enforcement, press, etc.) have been contacted or contacted the contractor employee.
- vi. Whether any other reports have been filed (i.e., Federal Protective Service, local police, and/or SSA reports).
- vii. Any other pertinent information.

(5) Once the contractor has notified the primary DDS manager or his/her alternate, that manager or alternate will assume responsibility for making the formal report in accordance with DDS/SSA procedures.

(6) The contractor should make every effort to reach the DDS manager no later than the next business day. The DDS will then take appropriate notification actions.

(7) The contractor employee shall limit disclosure of the information and details about an incident only to those who need to know. The PII reporting process will ensure that reporting requirements are met and that incident information is only shared as appropriate. The contractor shall include the information herein in all resulting subcontracts whenever there is any indication that the subcontractor, engaged by the contractor, and their employees or successor subcontractor(s) and their employees will or might have access to Government-furnished PII. The contractor shall assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to Government-furnished PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause.

FORMAT FOR PRESENTATION OF OFFEROR PROPOSAL(S)

SUBMISSION GUIDELINES

Offeror must submit proposal response(s) necessary to meet the stated requirements of this RFP. The Offeror must submit an original, **which shall be identified as such**, and four (4) copies of both technical and cost volumes **packaged separately** as specified in Section 1. A complete proposal requires:

1. A transmittal letter
2. Volume I - the Technical Proposal
3. Volume II - the Cost Proposal
4. Required documents are listed in the in Proposal

Development Instructions attached.

5. The documents are as follows:

- a. Completed Proposal Information Summary Form
- b. Description of Services
- c. Copy of Business License
- d. Budget information form
- e. Current financial audit or most recent tax return for one year
- f. Completed W-9
- g. Three references
- h. Letter of Transmittal
- i. Copy of Liability Insurance

TRANSMITTAL LETTER

A transmittal letter prepared on the Offeror's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge addenda; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the Offeror's firm to all statements, including services and prices, contained in the proposal.

TWO VOLUME PROPOSAL

The selection procedure for this procurement requires that the Evaluation Committee shall complete the technical evaluation of the proposals before the cost data are distributed to the Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below with the RFP number, title and the due date conspicuously written on the container of each volume.

VOLUME I - TECHNICAL PROPOSAL

This volume should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except the cost information. Volume I consists of and must contain the following sections:

1. Table of Contents
2. Executive Summary
3. Work Plan
4. Technical Plan
5. Prior Experience
6. Personnel
7. Corporate Capability
8. References
9. Current Audited Financial Statement or Most Recent Tax Return

10. Completed Bid/Proposal Affidavit
11. Copy of Liability Insurance
12. Copy of Business License
13. Other Relevant Information

TABLE OF CONTENTS

The "Table of Contents" should identify major points of discussion by page number and should clearly cross-reference the technical discussion to any related tables in the proposal.

EXECUTIVE SUMMARY

In the first section of this summary, the Offeror shall explain how they meet each requirement specified in the specifications.

In the second section, identify any proprietary information.

In the third section, identify exceptions, if any, to this RFP or the State's mandatory contract terms and conditions found in this RFP.

WARNING: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or not reasonably susceptible of being selected for award.

WORK PLAN

The "Work Plan" must describe in detail the specific methods, tasks, and activities proposed to be undertaken. Any anticipated theoretical or practical problems associated with the completion of each requirement must be discussed. Solutions, alternatives, or contingency plans related to these problems must also be proposed if appropriate. Additionally, the Work Plan must include task initiation and completion schedules and Offeror's proposed staff assignments.

TECHNICAL PLAN

The "Technical Plan" section is to be prepared in the same sequence as the Specifications Section 2 in the RFP. Each and every specification must be copied from the RFP and the response to the specification must be listed immediately following the specification. The proposal must be expressly clear as to whether or not it satisfies each point of the RFP specifications. Responses must not be limited to "YES" or "NO" replies but they must describe how the proposed services and all related products satisfy the stated requirements or conditions.

PRIOR EXPERIENCE

The "Prior Experience" section must describe selected engagements for other clients involving services similar to those requested by this RFP, that were successfully performed by the Vendor.

Include the name, address, and telephone number of the clients referenced in this section and the dates of prior experience.

PERSONNEL

The "Personnel" section must include individual resumes for the personnel that are to be assigned to the project if the Vendor is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. DDS must be notified and must approve any changes to staff assignments after the Contract award and for the duration of the Contract period.

CORPORATE CAPABILITY

The "Corporate Capability" shall extend to both corporations or consortia of individuals with the background and experience outlined in this RFP.

In the "Corporate Capability" section of the proposal, the Offeror must clearly document the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully conduct the tasks called for in this RFP within all specified timelines. Corporate competence may be substantiated by providing evidence of credibility. This should describe selected engagements for other clients involving services similar to those requested by this RFP that were successfully performed by the Offeror.

REFERENCES

The Offeror must supply three (3) references for this section. The references must be current, identify the name of each organization, point of contact and telephone number. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

CURRENT AUDITED FINANCIAL STATEMENT OR MOST RECENT TAX RETURN

Offerors must submit with their technical proposals a current audited financial statement or the most recent tax return for one year.

COMPLETED PROPOSAL SUMMARY FORM

OTHER RELEVANT INFORMATION

Any other information that may be relevant but does not fall into the above format which the Offeror intends the RFP Committee to consider must be included in the Technical Proposal Volume under the heading "Other Relevant Information". If the Offeror appends company product literature and other publications to respond to a specific RFP requirement, the material so appended must be referenced in the appropriate section and must be cross-referenced in this

section. The reference must include the document name and page. In the event that proposals provide no such references, the RFP Committee will not be required to refer to the additional documents. If the material is lengthy, the Offeror may provide the material as an appendix to the technical proposal volume. Material so appended but not referenced in this section will not be considered by RFP Committee.

VOLUME II - COST PROPOSAL

The "Cost Proposal" must detail the proposed cost associated with the completion of each requirement in the RFP and the proposed cost with all requirements combined. Standard line items of expenses must be used to identify itemized costs. The Cost Proposal must be cross referenced to the Technical Proposal in order to facilitate the determination of costs associated with each of the requirements and activities.

The separate cost volume of each qualified and reasonably susceptible proposal for award will be distributed to the RFP Committee following the completion of the technical evaluation.

The RFP Committee will evaluate the cost proposal on the basis of costs expressed for the 24 month of the contract term.

The lowest evaluated cost proposal will receive full weight; the others proportionately less.

Proposal price must be quoted on a flat black character only count. Headers and footers on the first page will be counted but not on subsequent pages. The per black character rate shall be quoted for each year of the 24 month period. The rate shall reflect all costs for personnel; equipment; office space; supplies; paper; duplicating; delivery service; handling, collating, and mailing reports; postage; telephone lines and all communication costs.

EVALUATION AND SELECTION PROCEDURES

RFP COMMITTEE

All proposals received by the closing deadline will be evaluated by an RFP Committee. The Committee shall make a recommendation to the Deputy Director and DVR Director who will make the award, after appropriate Department and State approvals.

QUALIFYING PROPOSALS

The RFP Committee will first review each proposal for compliance with the mandatory feature requirements described in the Specifications, Section 2, and with all other necessary requirements of this procurement. The term **mandatory** (a provision that may not be waived) shall express its requirements using the term "**must**" or "**shall**". The RFP Committee will make recommendations to the Deputy Director, and Director who will make the final determination

about acceptability of proposals. Failure to comply with any requirement shall disqualify an Offerors proposal.

DISCRETION IN DETERMINING DEVIATIONS/ACCEPTANCE

The RFP Committee shall determine which proposals have met the basic requirements of the RFP. The Deputy Director and/or Director shall have the authority consistent with State law and regulation to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Department.

TECHNICAL EVALUATION

After determining compliance with the requirements, the Committee shall conduct its evaluation of the technical merit of each qualified proposal in accordance with the Evaluation Criteria listed below.

TECHNICAL EVALUATION CRITERIA

The criteria that will be used by the Committee for the evaluation of the technical proposals for this procurement are listed below and found in Appendix B of this RFP. The criteria are listed in descending order of significance.

Work and technical plan (60%)

- Completeness and soundness of plan
- Choice of methodology, techniques
- Project management
- Prior experience in delivery of similar services
- Comprehension of nature and scope of work involved

Offeror qualifications (20%)

- Related company experience
- Offeror's ability to meet schedule in prior contracts of similar services
- Quality of deliverables completed under prior contracts

Assigned personnel (20%)

- Related experience
- Professional competency
- Education

COST EVALUATION

The separate cost volume of each qualified proposal will be distributed to the Committee following the completion of the evaluation of the technical proposal. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals.

FINAL SCORING AND SELECTION

The Committee will make recommendations for the award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State, considering both the technical and the cost factors set forth in this RFP.

Recommended Contract awards, if any, resulting from this RFP, are subject to appropriate State approvals.

EVALUATION OF REFERENCES

The Department reserves the right to contact customers referenced in the Offeror's proposal in order to gather additional references.

DISCUSSIONS

DDS may request a Best and Final Offer. Offerors who submit proposals initially judged by Deputy Director to be reasonably susceptible of being selected for award may be asked to negotiate in developing a potential final contract. If the Deputy Director determines that further negotiation is in the best interest of the DVR, the procurement officer will advise all such Offerors how such negotiation shall be conducted. Upon completion of all negotiations, each acceptable Offeror will be asked to submit its best and final proposal for consideration by the RFP committee. The Deputy Director may select a Vendor based on the Offeror's written proposal and oral presentation, if any, without further negotiation.

PROPOSAL INFORMATION SUMMARY

(Name of Organization)

Address

City/State/ Zip

Telephone Number

Fax Number

Email Address

(Responsible Individual/ Title)

Organization Type:

☐

Non-Profit

☐

Private for Profit

☐

Educational

☐

Governmental

Services included in proposal:

☐

Transcription/Telerecording Services

Units of Service/Price per unit.

Please identify the service for which the proposal is submitted and the proposed price per unit of service.

☐ \$_____ per unit described here: _____.

Certificate of information and authorized signature.

I hereby certify that the information contained in the application is accurate and complete, to the best of my knowledge, information and belief, that this is a valid application and that I am legally authorized to represent this organization.

(Signature)

(Date)

(Name)

**APPENDIX B
PROPOSAL EVALUATION/ SCORING**

Scoring.

Each proposal will be scored using the selection criteria, and relative points for each section.

Offeror: _____
Service: _____

Rater: _____

ITEM	SCORE	COMMENTS
A. Work and Technical Plan	60%	
<ul style="list-style-type: none"> • Completeness and soundness of plan • Choice of methodology, techniques • Project management • Prior experience in delivery of similar services • Comprehension of nature and scope of work involved 		
B. Offeror Qualifications	20%	
<ul style="list-style-type: none"> • Related company experience • Offeror's ability to meet schedule in prior contracts of similar services • Quality of deliverables completed under prior contracts 		
C. Assigned Personnel	20%	
<ul style="list-style-type: none"> • Related experience • Professional competency • Education 		
Total Score (Possible 100 points)		

In accordance with the selection criteria, this bid is hereby:

1. Likely to be Accepted _____ 2. Recommended for Negotiation _____ 3. Rejected _____

Reason for rejection:

**1. Non-Responsive/Responsible Offeror ____ 2. The Proposal is Unacceptable ____
3. The Price is Unreasonable ____ 4. The Proposal is Not Advantageous to DDS/State ____**